ORDER FOR SUPPLIES OR SERVICES									PAGE 1 OF 11			
				_					1			
			ER/AGREEMENT NO.	2. DELIV	ERY ORDER	/CALL NO.	3. DATE OF ORD: (YYYYMMMDD)	ER/CAI		JISITION/PURCH RE	QUEST NO.	5. PRIORITY
6. ISSUEI	H09-04-P-0 BY	32	7	CODE	W52H09	7. ADMINIST	2004APR20 ERED BY (If other t	han 6)	SEE S	CODE S	1403A	DOA5  8. DELIVERY FOB
TACOM-ROCK ISLAND AMSTA-LC-CSC-B PHYLLIS LINGAFELTER (309)782-3625 ROCK ISLAND IL 61299-7630 EMAIL: LINGAFELTERP@RIA.ARMY.MIL						DCM/ 1523	DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60005-2451					DESTINATION  X OTHER (See Schedule if other)
9. CONTI	RACTOR			CODE	025Y9	FACIL		10. D		ADP PT: W52H( OB POINT BY (Date)	19	11. X IF BUSINESS IS
NAME AND ADDRESS	420 23 P.O. E ROCK I	RD OX	EPTS, INC STREET 3215 AND, IL. 61201-8	8713		(YYYYMMMDD)  SEE SCHEDULE  12. DISCOUNT TERMS					IV DI OCV	SMALL SMALL DISADVANTAGED  X WOMAN-OWNED
	• TYPE B	US	INESS: Small Dis	sadvanta	aged Busir	ness Perfor	eming in U.S.		Block 15	S TO THE ADDRESS	IN BLOCK	
14. SHIP				CODE	aged Busin	15. PAYMENT DFAS DFAS PO I	F WILL BE MADE IS COLUMBUS CES-CO/WEST ENTBOX 182381 UMBUS OH 43	BY NTER 'ITLEN	MENT OPERA	COL	E НQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
16. TYPE	DELIVERY/ CALL		THIS DELIVERY ORDE	R IS ISSUED	ON ANOTHER G	GOVERNMENT AG	ENCY OR IN ACCORD	ANCE W	VITH AND SUBJI	ECT TO TERMS AND CO	NDITIONS OF ABOV	/E NUMBERED CONTRACT.
OF ORDER	PURCHASE	37	Reference your	Oral			specified herein.	, Γ	Dated	·		
	TORCHASE	Х	ACCEPTANCE. THI BEEN OR IS NOW M	E CONTRA	CTOR HEREI	BY ACCEPTS TI	HE OFFER REPRES					MAY PREVIOUSLY HAVE ME.
	NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMMDD)  If this box is marked, supplier must sign Acceptance and return the following number of copies:  17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE											
SEE	SCHEDULE											
18. ITEM	NO. 19. SO	СНЕ	EDULE OF SUPPLIES/SI	ERVICE			20. QUANTITY ORDERED/ ACCEPTED*	7	21. UNIT	22. UNIT PRICE	23. AMOUNT	
	CONT TE	rra ime	CHEDULE CT TYPE: -and-Materiels OF CONTRACT: rice Contracts									
	accepted by the			4. UNITED	STATES OF A	AMERICA J TKATCH ,	/SIGNED/		*		25. TOTAL 26.	\$20,292.98
If differen	t, enter actual qu rdered and encir	iant	ity accepted below B	BY:	TKATCHA@	RIA.ARMY.M	IL (309)782-5		NTRACTING/C	ORDERING OFFICER	DIFFERENCE	S
	PECTED	٦.	N 20 HAS BEEN RECEIVED	ACCEPTEI	O, AND CONFO	ORMS TO CONT	TRACT EXCEPT AS	NOTE	D			
b. SIGNA	TURE OF AUTI	ЮН	RIZED GOVERNMENT	REPRESE	NTATIVE		c. DATE (YYYYMMMD	D)		D NAME AND TITLE SENTATIVE	OF AUTHORIZE	ED GOVERNMENT
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						VE	28. SHIP. NO.		29. D.O. VOU	CHER NO.	30. INITIALS	
f. TELEPHONE NUMBER g. E-MAIL ADDRESS							PARTIA FINAL		32. PAID BY			VERIFIED CORRECT FOR
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						г.	31. PAYMENT				34. CHECK N	JIMBER
a. DATE			b. SIGNATURE AND				COMPL PARTIA FINAL				35. BILL OF L	ADING NO.
37. RECE	IVED AT		38. RECEIVED BY (F	Print)	39. DATE RE		40. TOTAL CO	N-	41. S/R ACC	OUNT NUMBER	42. S/R VOUCI	HER NO.

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Name of Offeror or Contractor: JTM CONCEPTS, INC

SUPPLEMENTAL INFORMATION

Regulatory Cite \_\_\_\_\_ Title \_\_\_\_\_ Date

1 52.201-4501

NOTICE ABOUT TACOM-RI OMBUDSMAN

APR/2002

TACOM-RI

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
  - b. If you think that this solicitation:
    - 1. has inappropriate requirements; or
    - 2. needs streamlining; or
    - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
  - (1) TACOM-RI solicitation number;
  - (2) Name of PCO;
  - (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

2 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998 TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 9301 Chapek Rd 2-1SE3401

9301 Chapek Rd 2-1SE3401 Fort Belvoir VA 22060-5527

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Name of Offeror or Contractor: JTM CONCEPTS, INC

Facsimile number (703) 806-8866/8875

Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

THIS TIME AND MATERIALS PURCHASE ORDER IS ISSUED IN ACCORDANCE WITH THE ATTACHED STATEMENT(S) OF WORK AND RTO(S) #04040002 AND #04040001 (SEE ATTACHMENTS 001 AND 002).

FEDERAL ACQUISITION REGULATION (FAR) 52.249-4 - "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT - SERVICES" AND FAR 52.232-7, "PAYMENTS UNDER TIME AND MATERIAL AND LABOR HOUR CONTRACTS - ALT I" APPLY TO THIS PROCUREMENT.

ADDITIONAL RTO'S WILL BE ADDED TO THIS PURCHASE ORDER ON AN "AS NEEDED" BASIS UP TO \$100,000.00.

CONTRACTOR IS REQUIRED TO SIGN AND RETURN ONE (1) ELECTRONIC COPY OF THIS DOCUMENT.

\*\*\* END OF NARRATIVE A 001 \*\*\*

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Name of Offeror or Contractor: JTM CONCEPTS, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	SERVICES LINE ITEM		EA		\$12,632.20
	NOUN: RTO 04040002 INSP/INV XM323 S PRON: M149V299M1 PRON AMD: 01 ACRN: AA AMS CD: 42212300000				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance           DLVR SCH         PERF COMPL           _REL CD         QUANTITY         DATE           001         0         29-APR-2005				
	\$ 12,632.20				
0002	SECURITY CLASS: Unclassified				
0002AA	SERVICES LINE ITEM		EA		\$7,660.78
	NOUN: RTO 04040001 UPGRADE M24 SYS PRON: M149V298M1 PRON AMD: 01 ACRN: AA AMS CD: 42212300000				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance           DLVR SCH         PERF COMPL           REL CD         QUANTITY         DATE           001         0         29-APR-2005				
	\$ 7,660.78				

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Name of Offeror or Contractor:  $\mbox{\sc jtm}$  concepts, inc

#### INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/

or

www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

3	52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	MAY/2001
4	52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR - ALTERNATE I	MAR/2001

#### DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

5	52.242-15	STOP-WORK ORDER	AUG/1989
6	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

CONTINUATION SHEET					Reference No. of Document Being Continued						Page 6 of 11		
	CONTINUATION SHEET						PIIN/SIIN W52H09-04-P-0327			MOD/AMD			
Name of Offeror or Contractor: JTM CONCEPTS, INC													
CONTRAC	T ADMINISTRAT	TION	DATA										
LINE ITEM	PRON/ AMS CD/ MIPR	ACRN	OBLG STAT	ACCC	DUNTING	CLASSIFICATION				JOB ORDER NUMBER	ACCOUNT:	ING	OBLIGATED AMOUNT
0001AA	M149V299M1 42212300000	AA	2	21	420200	00046D6D02P422	123252G	S11116		4LSUE9	W52H09	\$	12,632.20
0002AA	M149V298M1 42212300000	AA	2	21	420200	00046D6D02P422	123252G	S11116		4LSUG9	W52H09	\$	7,660.78
											TOTAL	\$	20,292.98
SERVICE NAME	TOTAI		<u>ACRN</u>			CLASSIFICATION	1020507	211116		ACCOU STATI	ON		OBLIGATED  AMOUNT
Army		AA		21	420200	00046D6D02P422	123252G	S11116		W52H0	9	\$ <u>_</u>	20,292.98

TOTAL \$ 20,292.98

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Name of Offeror or Contractor: JTM CONCEPTS, INC

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

> http://www.arnet.gov/far/ www.acq.osd.mil/dp/dars or

If the clause	requires addition	nal or unique information, then that information is provided immediatel	ly after the clause title.
(HA7001)			
7	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
8	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
The bidder/of section.	feror is to fill	in the 'Shipped From' address, if different from 'Place of Performance'	indicated elsewhere in this
Shi	pped From:		
For contracts	involving F.O.B.	Origin shipments furnish the following rail information:	
Does Shipping	Point have a pri	vate railroad siding? YES NO	
If YES, give	name of rail carr	ier serving it:	
If NO, give n	ame and address o	f nearest rail freight station and carrier serving it:	
Rail Freight	Station Name and A	Address:	
Serving Carri	er:		
		(End of Clause)	
(HS7600)			

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

> http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
10	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999

CONTINUATION SHEET			Reference No. of Document Be	Page 8 of 11	
CC	INTINUATION S	HELI	PIIN/SIIN W52H09-04-P-0327	MOD/AMD	
Name of O	fferor or Contractor:	JTM CONCEP	rs, inc		
11	52.232-33	PAYMENT B	Y ELECTRONIC FUNDS TRANSFER - CENTRAL (	CONTRACTOR	OCT/2003
12	52.243-3	CHANGES -	TIME-AND-MATERIALS OR LABOR-HOURS		SEP/2000
13	52.249-1	TERMINATI FORM)	ON FOR CONVENIENCE OF THE GOVERNMENT (1	FIXED-PRICE)(SHORT	APR/1984
14	52.249-4	TERMINATI	ON FOR CONVENIENCE OF THE GOVERNMENT (	SERVICES)(SHORT FORM)	APR/1984
15	52.249-8	DEFAULT (	FIXED-PRICE SUPPLY AND SERVICE)		APR/1984
16	252.204-7003 DFARS	CONTROL O	F GOVERNMENT PERSONNEL WORK PRODUCT		APR/1992
17	252.204-7004 DFARS	CENTRAL C	ONTRACTOR REGISTRATION - ALTERNATE A		NOV/2003
18	252.231-7000 DFARS	SUPPLEMEN	TAL COST PRINCIPLES		DEC/1991
19	252.242-7000 DFARS	POSTAWARD	CONFERENCE		DEC/1991
20	252.243-7001 DFARS	PRICING O	F CONTRACT MODIFICATIONS		DEC/1991
21	52.213-4	TERMS AND	CONDITIONS - SIMPLIFIED ACQUISITIONS	OTHER THAN COMMERCIAL	APR/2004
		Para	graph (b)(1)(viii) is deleted from this	s clause.	
		Info	rmation to be inserted in Paragraph (c	:	
			http://www.arnet.gov/far/		

(IF8001)

22 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS DEC/2002
The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer.

or www.acq.osd.mil/dp/dars

- (a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.
- (2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.
- (3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.
- (2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

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Name of Offeror or Contractor: JTM CONCEPTS, INC

- (3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor -(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or (ii) Will make these payments determined due -
  - (A) In accordance with the terms and conditions of a subcontract or invoice; and
  - (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (4) (i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.
- (ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor -
  - (A) In accordance with the terms and conditions of a subcontract or invoice; and
- (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.prior to the submission of the Contractor's next payment request to the Government.
- (iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance to the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.
- (5) To the extent able, the Contractor shall-- (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
- (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.
- (c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this

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PIIN/SIIN W52H09-04-P-0327

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Name of Offeror or Contractor: JTM CONCEPTS, INC

contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.
- (h) Interim Payments. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provision of the Prompt Payment Act.
- (2) The designated payment office will make interim payments for contracting financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(End of Clause)

(IF6141)

23 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

24 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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Name of Offeror or Contractor: JTM CONCEPTS, INC

LIST OF ATTACHMENTS

List of		Number

 Addenda
 Date
 of Pages
 Transmitted By

 Attachment 001
 RTO #04040002
 002

 Attachment 002
 RTO #04040001
 001